

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA**

Case No.: 0:24-CV-60382

JESSICA PIAFSKY, an individual,

Plaintiff,

v.

MB HOME IMPROVEMENTS INC. a Florida
corporation, MAXIM BOHADANA, an individual,
ROI NEEMAN, an individual and
CONSTRUCTION FORT LAUDERDALE INC.
d/b/a MB HOME IMPROVEMENTS, a Florida
corporation,

Defendants.

_____/

**DEFENDANTS' RESPONSE TO PLAINTIFFS
MOTION TO COMPEL RESPONSES TO DISCOVERY**

COMES NOW, Defendants, MB Home Improvements Inc., and Maxim Bohadana, by and through their undersigned counsel and hereby provide their Response to Plaintiff's Motion To Compel Responses To Discovery.

January 29, 2025, Defendant's prior counsel, Justin M. Tolley, filed a Motion to Withdraw as Attorney for Defendants. (Doc. 63.) On January 30, 2025, Plaintiff filed Plaintiff's Motion to Compel Responses to Discovery ("Motion") seeking responses to Plaintiff's outstanding discovery requests. (Doc. 65.) January 31, 2025, the court set a Discovery Hearing on March 4, 2025, at 2:00 p.m. (Doc. 67.) February 1, 2025, prior counsel for Defendants renewed his Motion to Withdraw as Attorney for Defendants. (Doc. 68.) Prior counsel's Motion to Withdraw as Attorney was granted February 5, 2025. (Doc. 69.) The undersigned entered his appearance on behalf of Defendants February 14, 2025. (Doc. 72.) February 19, 2025, the Court entered a Paperless Order directing Defendants to file a Response to the Motion by February 24, 2025. (Doc. 74.)

Counsel for Defendants contacted Plaintiff's counsel immediately upon filing his appearance to express willingness to work diligently to respond to Plaintiff's pending discovery requests in a timely manner. To that end, simultaneously with the filing of this response defendants are producing responsive documents. Those documents include a copy of its insurance policy, a copy of the franchise agreement Defendant Bohadana signed with Co-defendant Neeman, correspondence from the mediator, and a copy of the original construction Permit. Counsel for the Defendants will meet with Mr. Bohadana to work diligently to identify and produce additional documents responsive to the Plaintiff's requests.

Date: February 24, 2025,

Respectfully submitted,

By: Andrew W. Bray
Andrew W. Bray, Esq. (Fla. Bar No. 0752401)
Brian P. Henry, Esq. (Fla. Bar No. 0089069)
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Attorneys for Defendants

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and accurate copy of the foregoing has been served via e-mail on counsel for all parties at the email addresses below or has been served by automatic service by the Court's e-filing system, on February 24, 2025.

Daniel W. Berenthal, Esq.
Berenthal & Associates, P.A.
255 Alhambra Circle, Suite 1150
Coral Gables, FL 33134
E: dwb@berenthalaw.com

Attorney for Plaintiff

/s/ Andrew W. Bray

Andrew W. Bray, Esq. (Fla. Bar No. 752401)

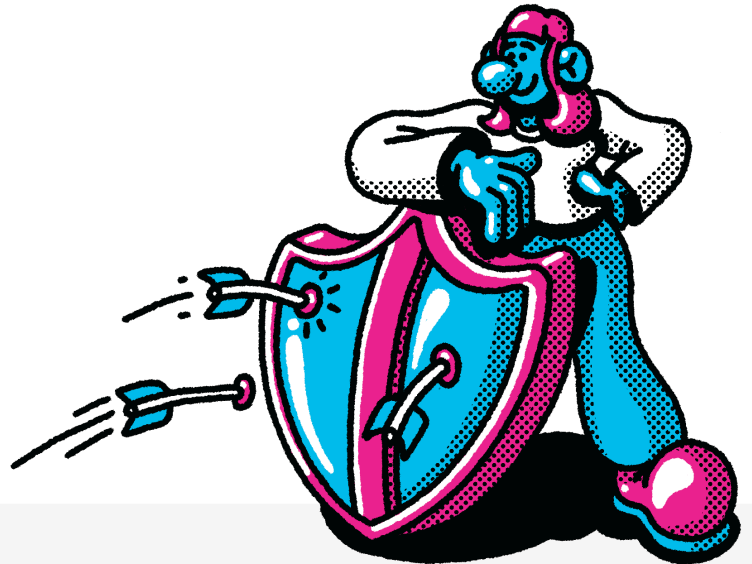
EXHIBIT A



POLICY DOCUMENTS

HELLO!

Enclosed you will find the policy documents that make up your insurance contract. Please read through all of these documents. If you have any questions or need to update any of your information, please contact us.



A few key insurance terms to help navigate these documents

- Declarations: States that your business is the named insured and specifies limits.
- Policy: The formal contract issued by the insurance company.
- Endorsements: Included "extras" in the policy.
- Exclusions: What is not covered in the policy.

Need to file a claim?

We are here to assist and protect your interests. Please report a claim as soon as an incident occurs, even if you're not at fault.

Login to the customer portal or contact support and share your details about the claim.

✉ support@nextinsurance.com

☎ (855) 222 - 5919

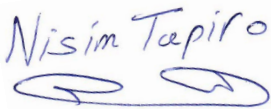
🌐 nextinsurance.com

📍 PO Box 60787, Palo Alto, CA 94306

Next Insurance US Company

SIGNATURE PAGE

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Handwritten signature of Nisim Tapiro in blue ink, written above a horizontal line.

(signature)
Secretary

Handwritten signature in black ink, written above a horizontal line.

(signature)
President

NEXT INSURANCE US COMPANY

(a stock insurance company)

251 Little Falls Drive
Wilmington, DE 19808
(855) 222-5919

COMMON POLICY DECLARATIONS**POLICY NUMBER:** NXTDYLYD4V-01-GL

Named Insured and Mailing Address: maxim bohadana
MB HOME IMPROVEMENTS INC
6412 N University Dr Ste 102
Tamarac, FL 33321

Policy Period: From: 11/19/2022 To: 11/19/2023
at 12:01 a.m. standard time at the mailing address shown above

DESCRIPTION OF BUSINESS: General Contractor

IN RETURN FOR THE PAYMENT OF PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
BOILER AND MACHINERY COVERAGE PART	\$
COMMERCIAL AUTOMOBILE COVERAGE PART	\$
COMMERCIAL CRIME COVERAGE PART	\$
COMMERCIAL GENERAL LIABILITY COVERAGE PART	\$ 1,420.87
COMMERCIAL INLAND MARINE COVERAGE PART	\$
COMMERCIAL PROPERTY COVERAGE PART	\$
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART	\$
FARM COVERAGE PART	\$
LIQUOR LIABILITY COVERAGE PART	\$
POLLUTION LIABILITY COVERAGE PART	\$
PROFESSIONAL LIABILITY COVERAGE PART	\$
COMMERCIAL UMBRELLA/ EXCESS COVERAGE PART	\$
PRIVACY AND NETWORK LIABILITY COVERAGE PART	\$

Premium shown is payable: \$ _____ at inception.

TOTAL: \$ 1,420.87

These Declarations, together with the Common Policy Conditions, and the Coverage Form(s) and endorsement(s), complete the above numbered policy.

SCHEDULE OF POLICY FORMS AND ENDORSEMENTS

Listed below are the forms and endorsements attached to this policy at the time of issue:

<u>Title</u>	<u>Form Number and Edition Date</u>
Signature Page	NXT-0001 IL FL 06 21
Common Policy Declarations	NXUS-GL-0003.2-0322
Common Policy Conditions	IL 00 17 11 98
Nuclear Energy Liability Exclusion Endorsement (Broad Form)	IL 00 21 09 08
Florida Changes - Cancellation and Nonrenewal	CG 02 20 03 12
Florida Company Contact Information	NXUS-A01-FL-0621
Calculation of Premium	NXT-0006 IL 0920

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

IL 00 21 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

COMMERCIAL GENERAL LIABILITY
CG 02 20 03 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**FLORIDA CHANGES –
CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the **Cancellation Common Policy Condition is replaced by the following:**

2. Cancellation Of Policies In Effect

a. For 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2)** 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
 - (a)** A material misstatement or misrepresentation; or
 - (b)** A failure to comply with the underwriting requirements established by the insurer.

b. For More Than 90 Days

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

- (1)** Nonpayment of premium;

- (2)** The policy was obtained by a material misstatement;

- (3)** Failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;

- (4)** A substantial change in the risk covered by the policy; or

- (5)** The cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (a)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (b)** 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in Paragraph **2.b.**

B. Paragraph 3. of the **Cancellation Common Policy Condition is replaced by the following:**

- 3.** We will mail or deliver our notice to the first Named Insured at the last mailing address known to us.

C. Paragraph 5. of the **Cancellation Common Policy Condition is replaced by the following:**

- 5.** If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

D. The following is added and supersedes any other provision to the contrary:

Nonrenewal

- 1.** If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.
- 2.** Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA COMPANY CONTACT INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to the Coverage Form:

Company Contact Information

Answers to questions about your insurance, coverage information, or assistance in resolving complaints can be obtained by calling us at 1-855-222-5919.

NXT-0006 IL 0920

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under all Coverage Parts included in this policy.

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was bound. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

NEXT INSURANCE US COMPANY

(a stock insurance company)

251 Little Falls Drive
Wilmington, DE 19808
(855)222-5919

COMMERCIAL GENERAL LIABILITY DECLARATIONS - FLORIDA

**CERTAIN COVERAGES IN THE POLICY MAY BE WRITTEN ON A CLAIMS-MADE BASIS.
PLEASE READ YOUR POLICY CAREFULLY.**

MINIMUM PREMIUM POLICY**POLICY NUMBER:** NXTDYLYD4V-01-GL

Named Insured and Mailing Address: maxim bohadana
MB HOME IMPROVEMENTS INC
6412 N University Dr Ste 102
Tamarac, FL 33321

Policy Period: From: 11/19/2022 To: 11/19/2023
at 12:01am standard time at the mailing address shown above

DESCRIPTION OF BUSINESS

Insured is:

☐ Individual / Sole Proprietor☐ Partnership/Joint Venture☐ Limited Liability Company☐ Trust☒ Other - Corporation

Business of Insured:

General Contractor

Countersigned: 11/19/2022
(Date)

By:


(Authorized Representative)

LIMITS OF INSURANCE	
Each Occurrence Limit	<u>\$1,000,000.00</u>
Damages to Premises Rented to You Limit	<u>\$100,000.00</u> Any one premises
Medical Expense Limit	<u>\$15,000.00</u> Any one person
Personal & Advertising Injury Limit	<u>\$1,000,000.00</u> Any one person or organization
General Aggregate Limit	<u>\$2,000,000.00</u>
Products/Completed Operations Aggregate Limit	<u>\$2,000,000.00</u>

SCHEDULE OF POLICY FORMS AND ENDORSEMENTS

These Declarations, together with the Common Policy Conditions, and the Coverage Form(s) and endorsement(s), complete the above numbered policy.

Listed below are the forms and endorsements attached to this policy at the time of issue:

<u>Title</u>	<u>Form Number and Edition Date</u>
Commercial General Liability Declarations - Florida	NXUS-GL-0001.1-FL-0721
GL Table of Contents	NXUS-TOC-GL-FL-0621
Commercial General Liability Coverage Form	CG 00 01 04 13
Additional Insured - Owners, Lessees Or Contractors - Automatic Status When Required In Construction Agreement With You	CG 20 33 12 19
Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception	CG 21 06 05 14
Communicable Disease Exclusion	CG 21 32 05 09
Employment-Related Practices Exclusion	CG 21 47 12 07
Total Pollution Exclusion Endorsement	CG 21 49 09 99
Exclusion - Designated Ongoing Operations (WITH SCHEDULE)	CG 21 53 01 96
Exclusion - Designated Operations Covered by a Controlled (Wrap-Up) Insurance Program	CG 21 54 12 19
Fungi Or Bacteria Exclusion	CG 21 67 12 04
Exclusion Of Certified Acts Of Terrorism	CG 21 73 01 15
Exclusion - Exterior Insulation And Finish Systems	CG 21 86 12 04
Silica Or Silica-Related Dust Exclusion	CG 21 96 03 05
Exclusion - Engineers, Architects Or Surveyors Professional Liability	CG 22 43 04 13
Exclusion - Damage To Work Performed By Subcontractors On Your Behalf	CG 22 94 10 01
Exclusion - Injury to Worker	NXUS-GL-2140.1-0322
Exclusion For Injury To Volunteer Workers	NXUS-GL-2002.1-0918
Total Professional Services Exclusion	NXUS-GL-2007.1-0318
Exclusion - Earth Movement	NXUS-GL-2012.1-0218
Exclusion - Prior Completed and Abandoned Work	NXUS-GL-2013.1-0218
Exclusion - Continuous or Progressive Injury and Damage	NXUS-GL-2014.1-0218
Exclusion - Cross Suits	NXUS-GL-2015.1-0218
Exclusion - Lead	NXUS-GL-2017.1-0218
Exclusion - Asbestos	NXUS-GL-2018.1-0218
Exclusion - Prior Damages	NXUS-GL-2019.1-0218
Limitation of Coverage to Business Description	NXUS-GL-2020.3-0322
Exclusion - Non-Compensatory Damages	NXUS-GL-2021.1-0218
OFAC US Economic and Trade Sanctions Limitations Clause - FL	NXUS-GL-2026.1-FL-0621
Blanket Additional Insured	NXUS-GL-2037.1-0218
Exclusion - Sexually Transmitted Diseases - Florida	NXUS-GL-2038.1-FL-0621
Unintentional Errors and Omission, Knowledge and Notice of Occurrence	NXUS-GL-2059.1-0218
Contractor/Sub-Contractor Insurance Requirements	NXUS-GL-2074.3-0322
Additional Insured - Automatic Status	NXUS-GL-2075.1-0619
Contractor Professional Liability Limited Exclusion	NXUS-GL-2078.1-0218
Contractors Errors and Omissions Coverage	NXUS-GL-2079.3-0322
Foreign Drywall Contaminants Exclusion	NXUS-GL-2080.1-0218
Condominium, Townhome, Timeshare and Tract Home Exclusion	NXUS-GL-2097.1-0318
Exclusion - Activities Or Operations Performed By Non-Disclosed Employee	NXUS-GL-2103.1-1219
Operations Involving Open Roofs Exclusion	NXUS-GL-2105.2-1120
Notice of Terrorism Insurance Coverage	NXUS-GL-8001.1-0418

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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COMMERCIAL GENERAL LIABILITY
CG 00 01 04 13

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2)** The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.

COMMERCIAL GENERAL LIABILITY
CG 20 33 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN A WRITTEN CONSTRUCTION
AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

COMMERCIAL GENERAL LIABILITY
CG 21 06 05 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ACCESS OR DISCLOSURE OF
CONFIDENTIAL OR PERSONAL INFORMATION AND
DATA-RELATED LIABILITY – WITH
LIMITED BODILY INJURY EXCEPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.p. of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

- p. **Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- B. The following is added to Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COMMERCIAL GENERAL LIABILITY
CG 21 32 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a.** Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b.** Testing for a communicable disease;
- c.** Failure to prevent the spread of the disease; or
- d.** Failure to report the disease to authorities.

- B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a.** Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b.** Testing for a communicable disease;
- c.** Failure to prevent the spread of the disease; or
- d.** Failure to report the disease to authorities.

COMMERCIAL GENERAL LIABILITY
CG 21 47 12 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

COMMERCIAL GENERAL LIABILITY
CG 21 49 09 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2., **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

POLICY NUMBER: NXTDYLYD4V-01-GL

COMMERCIAL GENERAL LIABILITY
CG 21 53 01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED ONGOING OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description of Designated Ongoing Operation(s):

SEE ATTACHED SCHEDULE

Specified Location (If Applicable):

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of the ongoing operations described in the Schedule of this endorsement, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

Unless a "location" is specified in the Schedule, this exclusion applies regardless of where such operations are conducted by you or on your behalf. If a specific "location" is designated in the Schedule of this endorsement, this exclusion applies only to the described ongoing operations conducted at that "location".

For the purpose of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

POLICY NUMBER: NXTDYLYD4V-01-GL

COMMERCIAL GENERAL LIABILITY

SCHEDULE OF EXCLUSIONS - DESCRIPTION OF DESIGNATED ONGOING OPERATIONS

Appliance installation, maintenance or repair, unless incidental to a project or operation for which this policy provides coverage
Abatement or remediation of asbestos, mold or other hazardous materials
Repair or remediation of fire, water, mold or termite damage as a general contractor
Manufacturing and/or sales to the general public of items (appliances, fixtures, supplies, millwork, cabinets, doors or windows) other than in connection with your installation, service, repair or other activities
New homes in tracts or subdivisions of more than 10 homes (including all phases) prior to attaining a certificate of occupancy
Work on new mobile home parks containing more than 10 spaces (including all phases)
Apartment conversions to, or construction work involving, condominiums, town homes or time shares
Work on railroads, gas stations, refineries, chemical plants, airports, public utilities, hospitals, nursing homes, senior housing, military housing or student dormitories
Work that you perform under a Wrap-Up program or any operations you perform at a location at which you are covered under a Wrap-Up program
Exterior work more than 6 feet below ground or 30 feet (3 stories) above ground
Hot application roofing
Man hole work
Right-of-Way clearing (removing vegetation) in proximity of power lines or pipelines
Stand alone roofing (other than roof decking and plywood installation work done as part of new construction, add-ons or remodels)
Torch down roofing
Welding activities not performed as part of plumbing or HVAC work
Work on pools, pool systems, pool lips, saunas, jacuzzis, ponds, or child-proof pool fences.

POLICY NUMBER: NXTDYLYD4V-01-GL

COMMERCIAL GENERAL LIABILITY
CG 21 54 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EXCLUSION – DESIGNATED OPERATIONS COVERED BY
A CONTROLLED (WRAP-UP) INSURANCE PROGRAM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description And Location(s) Of Operation(s): 1. ALL OPERATIONS AT LOCATIONS AT WHICH THE INSURED WAS AT ANY TIME COVERED UNDER A WRAP-UP PROGRAM; AND 2. OPERATIONS AT ANY LOCATION OR PROJECT FOR OR RELATED TO THE INSURED'S WORK THAT IS SUBJECT TO A WRAP-UP PROGRAM.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to "bodily injury" or "property damage":

1. Arising out of your ongoing operations; or
2. Included in the "products-completed operations hazard";

at the location(s) described in the Schedule of this endorsement, but only if you are enrolled in a "controlled (wrap-up) insurance program" with respect to the "bodily injury" or "property damage" described in Paragraphs **A.1.** and **A.2.** above at such location(s).

This exclusion applies whether or not the "controlled (wrap-up) insurance program":

- a. Provides coverage identical to that provided by this Coverage Part;

- b. Has limits adequate to cover all claims; or
- c. Remains in effect.

B. The following definition is added to the Definitions section:

"Controlled (wrap-up) insurance program" means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

COMMERCIAL GENERAL LIABILITY
CG 21 67 12 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

- B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

- C. The following definition is added to the Definitions Section:**

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

COMMERCIAL GENERAL LIABILITY
CG 21 73 01 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

COMMERCIAL GENERAL LIABILITY
CG 21 86 12 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – EXTERIOR INSULATION
AND FINISH SYSTEMS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of, caused by, or attributable to, whether in whole or in part, the following:
1. The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or
 2. "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system", or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.
- B.** The following definition is added to the **Definitions** Section:
- "Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:
1. A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;
 2. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
 3. A reinforced or unreinforced base coat;
 4. A finish coat providing surface texture to which color may be added; and
 5. Any flashing, caulking or sealant used with the system for any purpose.

COMMERCIAL GENERAL LIABILITY
CG 21 96 03 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
 - b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.
- C. The following definitions are added to the Definitions Section:**
1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
 2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

COMMERCIAL GENERAL LIABILITY
CG 22 43 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ENGINEERS, ARCHITECTS OR
SURVEYORS PROFESSIONAL LIABILITY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.

Professional services include:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.

COMMERCIAL GENERAL LIABILITY
CG 22 94 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – DAMAGE TO WORK PERFORMED BY
SUBCONTRACTORS ON YOUR BEHALF**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion I. of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

I. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – INJURY TO WORKER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. Exclusion 2.e. Employer's Liability** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

- B. The following is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

Injury to Worker

- (1) Damages because of "bodily injury" to:

(a) An "employee", "leased worker", "temporary worker" or "volunteer worker" of any insured;

(b) Any contractor, subcontractor, sub-subcontractor or anyone hired or retained by or for any insured; or

(c) Any employee or anyone directly or indirectly employed by such contractor, subcontractor or sub-subcontractor or anyone for whose acts such contractor, subcontractor or sub-subcontractor may be liability;

if such "bodily injury" arises out of and in the course of any insured's employment or retention of any person listed in (a), (b) or (c), regardless of whether or not it is caused in whole or in part by any insured; or

- (2) Any obligation of any insured to defend, indemnify or contribute with another because of "bodily injury" to:

(a) An "employee", "leased worker", "temporary worker" or "volunteer worker" of any insured;

(b) Any contractor, subcontractor, sub-subcontractor or anyone hired or retained by or for any insured; or

(c) An employee of any contractor, subcontractor or sub-subcontractor; or

- (3) Damages because of "bodily injury" to the spouse, child, parent, brother or sister of:

(a) An "employee", "leased worker", "temporary worker" or "volunteer worker" of any insured;

(b) Any contractor, subcontractor, sub-subcontractor or anyone hired or retained by or for any insured; or

(c) An employee of any contractor, subcontractor or sub-subcontractor

as a consequence of Paragraphs (1) or (2) above.

This exclusion applies to all claims and "suits" by any person or organization for damages, indemnity and/or any obligation to share damages with or repay someone else who must pay damages because of the injury.

- C. The following is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

COMMERCIAL GENERAL LIABILITY

This insurance does not apply to:

Injury To Worker

(1) "Personal and advertising injury" to:

- (a)** An "employee", "leased worker", "temporary worker" or "volunteer worker" of any insured;
- (b)** Any contractor, subcontractor, sub-subcontractor or anyone hired or retained by or for any insured; or
- (c)** Any employee or anyone directly or indirectly employed by such contractor, subcontractor or sub-subcontractor or anyone for whose acts such contractor, subcontractor or sub-subcontractor may be liability;

if such "personal and advertising injury" arises out of and in the course of any insured's employment or retention of any person listed in **(a)**, **(b)** or **(c)**, regardless of whether or not it is caused in whole or in part by any insured; or

(2) Any obligation of any insured to defend, indemnify or contribute with another because of "personal and advertising injury" to:

- (a)** An "employee", "leased worker", "temporary worker" or "volunteer worker" of any insured;
- (b)** Any contractor, subcontractor, sub-subcontractor or anyone hired or retained by or for any insured; or
- (c)** An employee of any contractor, subcontractor or sub-subcontractor; or

(3) Damages because of "personal and advertising injury" to the spouse, child, parent, brother or sister of:

- (a)** An "employee", "leased worker", "temporary worker" or "volunteer worker" of any insured;
 - (b)** Any contractor, subcontractor, sub-subcontractor or anyone hired or retained by or for any insured; or
 - (c)** An employee of any contractor, subcontractor or sub-subcontractor
- as a consequence of Paragraphs **(1)** or **(2)** above.

This exclusion applies to all claims and "suits" by any person or organization for damages, indemnity and/or any obligation to share damages with or repay someone else who must pay damages because of the injury.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION FOR INJURY TO VOLUNTEER WORKERS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE**, Paragraph 2. **Exclusions:**

Injury to Volunteer Workers

"Bodily injury" to:

- (1) A "volunteer worker" of any insured arising out of and in the course of:
 - (a) Donating work to any insured; or
 - (b) Performing duties related to the conduct of an insured's business; or
- (2) The spouse, child, parent, brother or sister of that "volunteer worker" as a consequence of paragraph (1) above.

This exclusion applies:

- (1) Regardless of in what capacity an insured may be liable; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

All other terms and conditions of the Policy remain unchanged.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL PROFESSIONAL SERVICES EXCLUSION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to damages, loss, cost or expense arising out of the rendering of or failure to render any professional service, advice or instruction. This exclusion applies:

- (1) Whether such service, advice or instruction is ordinary and customary to any insured's profession; and
- (2) Regardless of whether a claim or suit is brought by any client or any other person or organization.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – EARTH MOVEMENT

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following is added to **SECTION I - COVERAGES, Coverage A Bodily Injury and Property Damages Liability**, paragraph **2. Exclusions** and to **SECTION I – COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **2. Exclusions**

2. Exclusions

This insurance does not apply to:

“Bodily injury”, “property damage” or “personal and advertising injury” which was directly or indirectly, based upon or contributed to in whole or in part, arising out of, resulting from, or in any matter related to “earth movement” whether or not any such “earth movement” is combined with any other causes.

- B.** The following definition is added to the **DEFINITIONS** Section:

“Earth Movement” means earthquake, land- slide, subsidence, mud flow, sinkhole, erosion, or the sinking, rising, shifting, expanding, vibrating or contracting of earth or soil, or any other movement of land, soil or earth.

All other terms and conditions of the policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PRIOR COMPLETED AND ABANDONED WORK

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:.

This insurance does not apply to:

1. "Bodily injury" or "property damage" arising out of "your work" completed or "abandoned" prior to the earliest inception of continuous coverage with us.

B. Paragraph 16.a.(2) of SECTION V – DEFINITIONS is deleted in its entirety and replaced by the following:

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

C. The following is added to SECTION V – DEFINITIONS:

"Abandoned" means a project on which you have stopped work or upon which you have not provided labor, materials or services for 60 days.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CONTINUOUS OR PROGRESSIVE INJURY AND DAMAGE

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I - COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, section 1. **Insuring Agreement**, paragraph **b.(3)**, paragraph **c.**, and paragraph **d.**, **(1)**, **(2)**, **(3)** are replaced by the following:

c. This insurance does not apply to any damages because of or related to “bodily injury”, “property damage”, or “personal and advertising injury”:

- (1)** which first existed, or alleged to have first existed, prior to the inception of continuous coverage written with us; or
- (2)** which are, or are alleged to be, in the process of taking place prior to the inception of continuous coverage written with us, even if the actual or alleged “bodily injury”, “property damage”, or “personal and advertising injury” continues during this policy period; or
- (3)** which were caused, or are alleged to have been caused, by the same condition which resulted in “bodily injury”, “property damage”, or “personal and advertising injury” which first existed prior to the inception of continuous coverage written with us.

We shall have no duty to defend any insured against any loss, claim, “suit”, or other proceeding alleging damages arising out of or related to “bodily injury”, “property damage” or “personal and advertising injury” to which this endorsement applies.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CROSS SUITS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION I - COVERAGES, Coverage A Bodily Injury and Property Damages Liability**, paragraph **2. Exclusions** and to **SECTION I – COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **2. Exclusions**

“Bodily injury”, “property damage” or “personal and advertising injury” arising from claims or “suits” brought by any named insured against any other named insured.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – LEAD

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION I - COVERAGES, Coverage A Bodily Injury and Property Damages Liability**, paragraph **2. Exclusions** and to **SECTION I – COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **2. Exclusions**

“Bodily injury” or “property damage” or “personal and advertising injury” arising out of the actual, alleged, suspected or threatened ingestion of, inhalation of, contact with, exposure to, existence of, or presence of “lead”

As used in this exclusion, “Lead” means the element in any form.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ASBESTOS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION I - COVERAGES, Coverage A Bodily Injury and Property Damages Liability**, paragraph **2. Exclusions** and to **SECTION I – COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **2. Exclusions**

“Bodily injury”, “property damage” or “personal and advertising injury” arising out of the actual, alleged, suspected or threatened ingestion of, inhalation of, contact with, exposure to, existence of, or presence of “asbestos”.

As used in this exclusion, “Asbestos” means the material in any form.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PRIOR DAMAGES

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following exclusion is added to **SECTION I – COVERAGES, Coverage A Bodily Injury and Property Damages Liability**, paragraph **2. Exclusions** and to **SECTION I – COVERAGES, Coverage B Personal and Advertising Injury Liability**, paragraph **2. Exclusions** and to **SECTION I – COVERAGES, Coverage C Medical Payment**, paragraph **2. Exclusions**

This insurance does not apply to:

Prior Damages

“Bodily injury”, “property damage”, “personal and advertising injury” and medical payments arising out of any damage, defect, deficiency, inadequacy or dangerous condition which existed prior to the inception of the policy period shown in the Declarations of this Policy, whether visible or invisible, detected or undetected, known or unknown, to any Insured before such inception date. This exclusion shall apply whether or not the Insured’s legal obligation to pay damages in respect of such damage, defect, deficiency, inadequacy or dangerous condition was established before the inception date of this policy. This exclusion shall be applicable to all damage(s), defect(s), deficiency(ies), inadequacy(ies) or dangerous condition(s) including, but not limited to, damage, defect, deficiency, inadequacy, or dangerous condition.

“Bodily injury”, “property damage”, “personal and advertising injury” and medical payments arising out of any damage, defect, deficiency, inadequacy or dangerous condition shall be deemed to have existed as of the earliest date by which any damage occurred, irrespective of whether the Insured was aware of the existence of any such damage, and irrespective of whether such damage may have been continuous or progressive or may have been due to repeated exposure to substantially the same harmful conditions or may have become progressively worse during the period of this Policy.

- B.** For purposes of this endorsement only, Insured shall include any Named Insured or Insured as defined by this Policy, their officers, directors, partners, project managers, risk managers or any person acting in similar capacities.

All other terms and conditions of the policy remain unchanged.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO BUSINESS DESCRIPTION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Business Description:

Contractors - Subcontracted Work - Family Dwellings
Contractors - Subcontracted Work

- I. SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,**
1. Insuring Agreement, b. is amended and the following added:

(4) The “bodily injury” or “property damage” is caused by or results from the business described in the Schedule.

- II. SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY,**
1. Insuring Agreement, b. is amended and the following added:

This insurance applies to “personal and advertising injury” caused by an offense in the course of the business described in the Schedule.

COMMERCIAL GENERAL LIABILITY

III. SECTION I COVERAGES, COVERAGE C MEDICAL PAYMENTS,

1. Insuring Agreement a. (3) is amended and the following added:

(d) The “bodily injury” is caused by or results from the business described in the Schedule.

All other terms and conditions of the policy remain unchanged.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – NON-COMPENSATORY DAMAGES

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions are amended and the following added:

PUNITIVE DAMAGES

This insurance does not apply to any claim for or awards of non-compensatory damages, including, but not limited to:

1. Punitive, exemplary or multiple damages;
2. Equitable or non-pecuniary relief; or
3. Fines, penalties, court imposed sanctions, return or restitution of legal fees, costs or other expenses associated with such awards.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS
CONTROL ("OFAC") - U.S. ECONOMIC AND TRADE SANCTIONS
LIMITATIONS CLAUSE - FLORIDA**

We shall not be deemed to provide coverage, nor shall we be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under the trade or economic sanctions, laws or regulations of the United States of America.

The United States of America trade or economic sanctions, laws or regulations shall include, but not be limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions of the policy remain unchanged.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II - WHO IS AN INSURED is amended to include the following as insureds:

1. Lessor of Leased Equipment

Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

No such person or organization is an insured under this section:

- a. Upon expiration or termination of their contract or agreement with you for such leased equipment ends;
- b. For any "bodily injury" or "property damage" caused by an "occurrence" which takes place after expiration or termination of their contract or agreement with you; or
- c. For any "personal and advertising injury" caused by an "offense" which takes place after expiration or termination of their contract or agreement with you.

2. Managers or Lessors of Premises

Any person or organization from whom you lease premises when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability arising out of your ownership, maintenance or use of that part of the premises leased to you.

No such person or organization is an insured under this section for any:

- a. For "bodily injury" or "property damage" caused by an "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Grantor of Franchise

Any person or organization (referred to below as grantor of a franchise) with whom you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" arising out of "liability as grantor of a franchise to you"

B. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III LIMITS OF INSURANCE:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

COMMERCIAL GENERAL LIABILITY

- C. With respect to the provisions of this endorsement, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance:**

Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary.

All other terms and conditions of the policy remain unchanged.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – SEXUALLY TRANSMITTED DISEASES - FLORIDA

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph 2. **Exclusions**, and to **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph 2. **Exclusions**:

This insurance does not apply to:

Sexually Transmitted Disease

Any claim, "suit", or cause of action arising from instances, "occurrences" or allegations involving sexually transmitted diseases.

This exclusion applies even if the claim, "suit" or cause of action against the insured alleges negligence or other wrongdoing in the:

- (1) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a sexually transmitted disease;
- (2) Testing for a sexually transmitted disease;
- (3) Failure to prevent the spread of the sexually transmitted disease; or
- (4) Failure to report the sexually transmitted disease to the proper authorities.

For purposes of this endorsement, sexually transmitted diseases do not include Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS) or Aids Related Complex (ARC).

All other terms and conditions of the policy remain unchanged.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**UNINTENTIONAL ERRORS AND OMISSION
KNOWLEDGE OF OCCURRENCE
NOTICE OF OCCURRENCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following are added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Unintentional Errors and Omissions

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this Coverage Part will not invalidate or adversely affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

Knowledge of Occurrence

Notwithstanding any other provision(s) in this policy to the contrary, and solely as respects any loss reporting requirements under this policy, it is understood that knowledge of "occurrence" by the agent, servant, or employee of the insured or any other person shall not in itself constitute knowledge by the insured, unless the risk manager or risk management department or substantially similar position or department received notice from said agent, servant, employee or any other person.

Notice of Occurrence

Your rights under this coverage part will not be prejudiced if you fail to give us notice of an "occurrence", offense or claim and that failure is solely due to your reasonable belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this coverage part. However, you shall give written notice of such "occurrence", offense or claim to us as soon as you are aware that this insurance may apply to such "occurrence", offense or claim.

All other terms and conditions of the policy remain unchanged.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR/SUB-CONTRACTOR INSURANCE REQUIREMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Notwithstanding any other provision in this Coverage Part:

- A.** Coverage under this Coverage Part does not apply to an “occurrence” arising out of a sub-contractor’s work unless such sub-contractor:
 - 1.** Is operating pursuant to a written agreement between you and the contractor or sub-contractor; and,
 - 2.** Provided you with a valid certificate of insurance listing you as an additional insured on their commercial general liability insurance policy with limits equal to or exceeding the limits provided by this policy.
- B.** With respect to an “occurrence” arising out of a sub-contractor’s work and such sub-contractor:
 - 1.** Is operating pursuant to a written agreement between you and the contractor or sub-contractor; and
 - 2.** Provided you with a valid certificate of insurance listing you as an additional insured on their commercial general liability insurance policy with limits equal to or exceeding the limits provided by this policy.any insurance provided by this Coverage Part shall be excess over any insurance provided to you through or by the sub-contractor.

All other terms and conditions of the policy remain unchanged.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

- A.** Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1.** Your acts or omissions; or
 - 2.** The acts or omissions of those acting on your behalf with respect to:
 - a.** Premises you own, rent, lease, or occupy; or
 - b.** Your ongoing operations performed for that insured.
- B.** The insurance afforded to such additional insured:
 - 1.** Only applies to the extent permitted by law; and
 - 2.** Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- C.** The Limits of Insurance applicable to the additional insured are the lesser of those specified in:
 - 1.** The written contract or agreement; or
 - 2.** The Declarations for this policy, whichever is less.Such are included in, and not in addition to, the Limits of Insurance shown in the Declarations.
- D.** Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary.

All other terms and conditions of the policy remain unchanged.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS PROFESSIONAL LIABILITY LIMITED EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph 2. **Exclusions** and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph 2. **Exclusions:**

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
 - a. Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
 - b. Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you or on your behalf with respect to the operations described above.

Notwithstanding the foregoing, this exclusion does not apply to coverage provided under the **CONTRACTORS ERROR AND OMISSIONS COVERAGE** insuring agreement.

2. Subject to Paragraph 3. below, professional services include:
 - a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - b. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
3. Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

All other terms and conditions of the policy remain unchanged.

CONTRACTORS ERRORS AND OMISSIONS COVERAGE

The following is added to the COMMERCIAL GENERAL LIABILITY COVERAGE FORM as indicated below:

SCHEDULE

Contractor Services:	General Contractor
Contractors Errors and Omissions Coverage Limit Option:	<ul style="list-style-type: none"> • Option 1: \$25,000.00 Per Loss • Option 2: <p>The lesser of:</p> <ul style="list-style-type: none"> ■ \$; or ■ Whichever of the following applies to the Repairs: <ul style="list-style-type: none"> ___% of the Actual Original Cost if the Repairs are Performed by Someone Other than You or a Person or Organization Affiliated with You; or ___% of the Actual Original Cost if the Repairs are Performed by You or a Person or Organization Affiliated with You
Contractors Errors and Omissions Coverage Period:	11/19/2022 to 11/19/2023
Contractors Errors and Omissions Coverage Aggregate Limit:	\$50,000.00
Contractors Errors and Omissions Deductible:	<ul style="list-style-type: none"> ■ Per Claim \$ ■ Per Loss \$ \$0.00

A. The following is added to **SECTION I**:

CONTRACTORS ERRORS AND OMISSIONS COVERAGE

1. Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay as "loss" because of:

- a. "Property damage" to "your work";
- b. "Property damage" to "your product"; or,
- c. "Impaired property" arising out of a defect, deficiency, inadequacy, or dangerous condition in "your product" or "your work";

to which this insurance applies. The "loss" must be caused by your "wrongful act" in rendering or failing to render Contractor Services shown in the **SCHEDULE** above to others for a fee. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" for any "loss" to which this insurance does not apply. We may, at our discretion, investigate any "loss" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this **Contractors Errors and Omissions Coverage**.

Our obligation under the **Contractors Errors and Omissions Coverage** to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the **SCHEDULE** above and described in section E. below as applicable to such coverage.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under section **B. Supplementary Payments** below.

2. This insurance applies to "loss" only if:

- a. The "loss" is caused by a "wrongful act" that takes place in the "coverage territory";
- b. The "wrongful act" occurs during the policy period; and
- c. Prior to the policy period, no insured listed under Paragraph 1. of **SECTION II – WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of a "loss" or claim, knew that the "wrongful act" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "wrongful act" occurred, then any continuation, change or resumption of such "wrongful act" during or after the policy period will be deemed to have been known prior to the policy period.
- d. You have issued a written contract or work order prior to initiating "your work" if the "original estimated cost" of "your work" exceeds \$500.

3. Exclusions

a. Architectural and Engineering Professional Liability

Any liability arising out of the rendering of or failure to render the "professional services" whether such services are provided to others:

- (1) By you or on your behalf; or
- (2) By independent professionals you have provided or hired to provide engineering, architectural or surveying services in connection with construction work you perform.

b. Asbestos, "Pollutants", "Fungus" and Lead

Any liability of any nature arising out of, attributable to, or any way related to asbestos, "pollutants", "fungus" or lead in any form or transmitted in any manner, including any loss, cost, or expense arising out of any:

- (1) Request, demand, or order that any insured or others test for, monitor, clean up, remove, remediate, contain, treat, detoxify, neutralize or in any way respond to or assess the effects of asbestos, "pollutants", "fungus" or lead; or,
- (2) "Claim" or "suit" by or on behalf of any governmental authority for damages resulting from the testing for, monitoring, cleaning up, removing, remediating, containing, treating, detoxifying, neutralizing or in any way responding to or assessing the effects of asbestos, "pollutants", "fungus" or lead.

c. Bankruptcy

Any liability arising out of your insolvency or bankruptcy or the insolvency or bankruptcy of any person or entity for which the insured may be liable.

d. Bodily Injury and Personal or Advertising Injury

Any liability arising from:

- (1) "Bodily injury"; or
- (2) "Personal and advertising injury".

e. Bridges and Dams

Any liability in connection with:

- (1) Bridges exceeding 150 feet in length; or
- (2) Dams.

f. Construction Materials and Tools

- (1) Any cost or expense for additional products or materials that would not have been incurred had the correct recommendations or specifications been made;
- (2) Any material or products that have been recalled, identified as not conforming to industry safety standards, identified as illegal, banned, outlawed, identified to be in violation of statute, or not approved for sale or use in the United States of America by any industry or governmental authority or agency. This exclusion also applies to any work related to any such material or products;
- (3) Any liability arising from a decision to substitute a material or product or to deviate from a process or procedure that was specified on:
 - (a) Blueprints;
 - (b) Work orders;
 - (c) Contracts or;
 - (d) Engineering specifications; or
- (4) Any materials or tools that will be used in another project unless there has been written authorization from us.

g. Contractual Liability

Any liability of others assumed by you or any other insured under any contract or agreement, whether oral or in writing.

h. Criminal, Fraudulent and Intentional Acts

Any liability arising out of the criminal, fraudulent and intentional acts by or at the direction of any insured.

i. Delay

Any liability arising from a delay in or failure related to:

- (1) The completion a contract or project; or
- (2) The completion a contract or project on time.

j. Electronic Data

Any liability arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

k. Estimates, Financing and Legal Work

Any liability because of an error or omission:

- (1) In the preparation of estimates of probable job costs or cost estimates being exceeded, estimates of profit or return on capital.
- (2) In advising or failing to advise on financing of the work or project.
- (3) In advising or failing to advise on any legal work, title checks, form of insurance or suretyship.

l. Expected or Intended

Any "loss" expected or intended from the standpoint of the insured.

m. Exterior Insulation and Finish System

Any liability arising out of the "exterior insulation and finish system".

n. Intellectual Property

Any liability which arises out of any:

- (1) Actual or alleged infringement of copyright or trademark or patent;
- (2) Unfair competition or piracy; or
- (3) Theft or wrongful taking of concepts or intellectual property.

o. Manufacturer's Warranties

Any liability arising out of manufacturer's warranties or guarantees, whether express or implied.

p. Non-Monetary Damages

All "claims" alleging, arising out of, based upon, or attributable to any proceeding whether:

- (1) Civil;
- (2) Criminal; or
- (3) Administrative

in which the relief sought is other than monetary damages, including but not limited to:

- (a) Proceedings seeking injunctive relief;
- (b) Declaratory relief;
- (c) Disgorgement;
- (d) Other equitable remedies;
- (e) Those arising out of any kind of criminal proceedings; or
- (f) Civil or criminal fines or penalties imposed by law, punitive or exemplary damage or any other type of non-compensatory damages, the multiplied portion of multiplied damages, taxes, any amount for which an insured is not financially liable, or matters which are deemed uninsurable under the law pursuant to which this coverage shall be construed.

q. Other Coverage

The coverage provided under this Errors and Omission Coverage shall not apply under any circumstances to the extent any "claim" hereunder is covered under a policy or endorsement or other form of coverage that provides Operations coverage, Products Liability coverage or Completed Operations coverage.

r. Other Insured Enterprises

- (1) Any liability arising out of services performed by or for an insured other than the **Contractor Services** shown in the **SCHEDULE** above;
- (2) Any liability arising from "claims" brought against the insured by a business enterprise (or its assignees) which is wholly or partly owned, operated or managed by any insured, or which has directly or indirectly any interest in your ownership or management.

s. Owned or Rented Property

Any liability arising from "property damage" to property:

- (1) Owned by;
- (2) Rented to; or
- (3) Leased to

any insured.

t. Products

Any liability arising from "property damage" to products that are in your physical possession.

u. Profit

Any liability arising from your loss of:

- (1) Profit; or
- (2) Expected profit.

v. Property Damage

Any liability arising from "property damage" to property other than "your product", "your work" or "impaired

property” arising out of a defect, deficiency, inadequacy or dangerous condition in “your product” or “your work”.

w. Right of Action

Any liability arising from “claims” or “suits” where the right of action against an insured has been relinquished or waived.

x. Subcontracted Work

Any liability, including liability for “property damage” to “your work”, “your product” or “impaired property”, arising out of work that was performed on your behalf by a subcontractor or any person or organization other than an insured.

y. Undamaged Property

Any liability, cost or expense arising out of “your work” or “your product” that does not constitute “property damage”.

z. Your Work Not Completed

Any liability arising out of “your work” or “your product” before you have completed “your work”. “Your work” will be deemed completed at the earliest of the following times:

- (1) When all the work called for in your contract or work order has been completed;
- (2) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, partial repair or replacement, but which is otherwise complete, will be treated as completed.

B. SUPPLEMENTARY PAYMENTS - CONTRACTORS ERRORS AND OMISSIONS COVERAGE

We will pay, with respect to any “claim” we investigate or settle, or any “suit” against an insured we defend until our limit of liability is exhausted by payment of “loss”:

1. All expenses we incur in the defense of any “claim” or “suit” covered hereunder.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by any insured at our request to assist us in the investigation or defense of the “claim” or “suit” including actual loss of earnings up to \$250 a day due to time off from work.
4. All court costs taxed against an insured in the “suit”. However, these payments do not include attorneys’ fees or attorneys’ expenses taxed against an insured.
5. Prejudgment interest awarded against an insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

C. The following is added to SECTION II – WHO IS AN INSURED, paragraph 3.:

a. Contractors Errors and Omissions Coverage does not apply to “wrongful acts”:

- (1) That were committed or existed before you acquired or formed the organization; or
- (2) That are committed by the newly acquired or formed organization if it is not engaged in providing the **Contractor Services** described in the **SCHEDULE** above.

D. SECTION III LIMITS OF INSURANCE, paragraphs 1. and 2. are replaced by the following:

1. The Coverage Limits of Insurance shown in the Schedule above and the rules below are the most we will pay for

COMMERCIAL GENERAL LIABILITY

any "loss" regardless of the number of:

- a. Insureds;
- b. "Claims" made or "suits brought;
- c. Persons or organizations making "claims" or bringing "suits"; or
- d. "Wrongful acts".

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under **COVERAGE C**;
- b. Damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
- c. Damages under **COVERAGE B**; and
- d. "Losses" under **CONTRACTORS ERRORS AND OMISSIONS COVERAGE**.

E. The following are added to **SECTION III LIMITS OF INSURANCE**

1. Subject to General Aggregate Limit, the Contractors Errors and Omissions Coverage Aggregate Limit is the most we will pay for the sum of all "losses" under **CONTRACTORS ERRORS AND OMISSIONS COVERAGE**.
2. Subject to the Contractors Errors and Omissions Coverage Aggregate Limit above, the Contractors Errors and Omissions Coverage Limit Option shown in the **SCHEDULE** above is the most we will pay as the result of any one "loss".

Any "claim" or aggregation of "claims" resulting from any one "wrongful act" or "interrelated wrongful acts" will be considered one "loss".

3. Deductible

- a. You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
 - (1) **PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies to all damages sustained by any one person because of "property damage" as the result of any one "loss". With respect to "property damage", person includes an organization.
 - (2) **PER LOSS BASIS.** If the deductible amount indicated in the Schedule above is on a "per loss" basis, that deductible amount applies to all damages because of "property damage" as the result of any one "loss", regardless of the number of persons or organizations who sustain damages because of that "loss".
- b. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend the insured against any "suits" seeking those damages; and
 - (2) Your duties in the event of a "loss", claim, or "suit"
 apply irrespective of the application of the deductible amount.
- c. We may pay any part or all the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

F. With respect to **Contractors Errors and Omissions Coverage, SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance**, b. **Excess Insurance** is replaced by the following:

b. **Excess Insurance**

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the **Contractors Errors and Omissions Coverage Period** shown in the **SCHEDULE** above and applies to "property damage".
- (2) When this insurance is excess, we will have no duty to defend an insured against any "suit" if any other insurer has a duty to defend such insured against that "suit". If no other insurer defends, we will undertake such defense, but we will be entitled to your rights against any other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss,

if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; plus
 - (b) The total of any deductible and self-insured amounts underlying all such insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the applicable limits of insurance shown in the **SCHEDULE** above. The method of sharing shall be as described in paragraph c. below.

G. With respect to Contractors Errors and Omissions Coverage, the following definitions replace their counterparts in SECTION V – DEFINITIONS:

- 1. "Coverage territory" means anywhere in the world, provided the "claim" or "suit" is brought against an insured within the United States of America, its territories or possessions or Canada.
- 2. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because it incorporates "your product" or "your work" that is found to be defective, deficient, inadequate or dangerous but only if such "impaired property" can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work".

"Impaired property" does not include property that is impaired due to:

- a. You or anyone acting on your behalf knowingly failing to fulfill the terms of a contract or agreement; or
 - b. The result of sudden and accidental physical injury to "your product" or "your work".
3. "Your product"
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products; but
 - b. Does not include:
 - (1) Vending machines or other property rented to or located for the use of others but not sold; or
 - (2) Either:
 - (a) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; or
 - (b) The providing of or failure to provide warnings or instructions.
4. "Your work" means:
- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations; but
 - b. Does not include:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; or
 - (2) The providing of or failure to provide warnings or instructions.

H. With respect to Contractors Errors and Omissions Coverage, the following definitions are added to SECTION V – DEFINITIONS.

- 1. "Actual original cost" means the original amount paid to the insured for the work completed. In the event that the customer does not pay any amount to the insured for the work done, "actual original cost" means the total cost that the insured has quoted to the customer for the completion of "your work".
The "actual original cost" includes any materials that are included in the amount paid to or quoted by the insured for the job.
- 2. "Claim" means a written demand or "suit" which seeks monetary damages for:

- a. "Property damage" to "your product";
 - b. "Property damage" to "your work"; or
 - c. "Property damage" to "impaired property" arising out of a defect, deficiency, inadequacy or dangerous condition in "your product" or "your work".
3. "Electronic data" means information, facts or programs:
- a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from;
- computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
4. "Exterior insulation and finishing system" means a type of building exterior wall cladding system that provides exterior walls with an insulated finished surface and waterproofing in an integrated composite material system.
5. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
6. "Interrelated wrongful acts" means all "wrongful acts" related to all jobs or projects for a single customer at a single location or premises that contributed to a covered "claim".
7. "Loss(es)" means monetary amounts to which this insurance applies and which you are legally obligated to pay for judgments and settlements.

However, "loss" shall not include:

- a. Civil or criminal fines or penalties imposed by law;
 - b. Any amounts for which you are not financially liable or for which there is no legal recourse against you;
 - c. The costs and expenses of complying with any injunctive or other form of equitable relief; or
 - d. Matters which may be deemed uninsurable under the law.
8. "Original estimated cost" means the total cost that you have quoted to the customer for completion of "your work". The "original estimated cost" includes any materials that are included in the amount paid to the insured for the job.
9. "Professional services" means:
- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - b. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
10. "Wrongful Act" means any actual or alleged negligent act, error or omission resulting in "property damage", arising out of the performance of Contractor Services shown in the **SCHEDULE** above.

All other terms and conditions of the policy remain unchanged.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOREIGN DRYWALL CONTAMINANTS EXCLUSION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY POLICY

The following is added to **SECTION I - COVERAGES, Coverage A Bodily Injury and Property Damages Liability**, paragraph **2. Exclusions** and to **SECTION I – COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **2. Exclusions**

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of, resulting from, caused by, or contributed to by the discharge, dispersal, seepage, migration, release, escape, inhalation, ingestion, existence, or presence of one or more "foreign drywall contaminants" at any time. This exclusion only applies if the injury and/or damage is caused by, or is a result of, the emission of fumes, odors, vapors, and/or leaching of substances from building materials, drywall or drywall components.
2. Any damages or any loss, cost or expense arising out any (i) claim or suit by or on behalf of any governmental authority or any other alleged responsible party, or because of (ii) request, demand, order or statutory or regulatory requirement that any insured or any other person or entity should be responsible for:
 - a. Assessing the presence, absence or amount or effects of "foreign drywall contaminants";
 - b. Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, abating, disposing of or mitigating "foreign drywall contaminants".
3. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with any of the subsections above; or
4. Any obligation to share damages with or repay someone else in connection with any of the subsections above.

As used in this exclusion, "Foreign drywall contaminants" are described as chemicals or compounds that can be in a solid, liquid or gaseous form. They can be contained in or applied to certain drywall (also known as gypsum board, plasterboard, sheetrock and wallboard) or drywall components. They also can be found or created when such drywall or drywall components come into contact with other elements. They allegedly or actually cause damage to property, corrode materials, emit noxious odors, cause health problems and/or otherwise act as a contaminant or irritant. They include but are not limited to, the following: butanethial, carbon disulfide, carbonyl sulfide, hydrogen sulfide, mercaptan, methylthio pyridine, sulfuric acid, sulfurous acid, sulfur dioxide and strontium sulfide. This includes drywall manufactured anywhere other than the United States of America (including its territories and possessions), Puerto Rico and Canada.

All other terms and conditions of the policy remain unchanged.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONDOMINIUM, TOWNHOME, TIMESHARE AND TRACT HOME
EXCLUSION**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGES LIABILITY**, paragraph **2. Exclusions** and to **SECTION I - COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **2. Exclusions**

“Bodily injury”, “property damage” or “personal and advertising injury” arising out of the construction of:

- (1) “Condominiums” or “townhomes”;
- (2) Any location which has been or becomes converted into “condominiums” or “townhomes”, regardless of whether:
 - (a) Any insured had involvement in the conversion;
 - (b) Any insured had knowledge of the conversion;
 - (c) The conversion is prior to or subsequent to any insured’s work at the location.
- (3) Timeshare developments; or
- (4) Any project or location on which more than 10 houses have been built or are in any stage of development, planning, or construction.

This exclusion does not apply to:

- (1) Non-structural remodeling within one unit on a premises or in a building described in paragraphs 1, 2, or 3 above; or
- (2) Remodeling or additions to a single house in a development described in paragraph 4. above; or
- (3) Maintenance, service, or non-structural repairs to common areas of a completed and occupied development or project.

As used in this exclusion, “condominiums” and “townhomes” mean a unit of residential real property in a multi-unit residential building or project where each unit is separately owned and titled.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY

EXCLUSION – ACTIVITIES OR OPERATIONS PERFORMED BY NON-DISCLOSED EMPLOYEE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- I. The following is added to SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

Activities or Operations Performed by Non-Disclosed Employee

“Bodily injury” or “property damage” arising out of any activity or operation performed or undertaken by a “non-disclosed employee”. This exclusion applies even if a claim against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of such “non-disclosed employee” by that insured if the “occurrence which caused the “bodily injury” or “property damage” involved activities or operations performed or undertaken by the “non-disclosed employee”.

- II. For the purposes of this endorsement, the following are added to SECTION V – DEFINITIONS:**

“Non-disclosed employee” means a person:

- a.** Who was employed by you or working for you in return for compensation on the earlier of:
 - (1)** Effective date of this policy; or
 - (2)** The first policy in the series of uninterrupted policies of which this is a renewal; and
- b.** Was not disclosed to us on the application for insurance for this policy.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY

OPERATIONS INVOLVING OPEN ROOFS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

I. The following is added to SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:

Operations Involving Open Roofs

“Property damage” arising out of any insured’s failure to:

- (1)** Cover all "open roofs" if the roof is or is to be left immediately and directly unattended by an insured or an “employee”, director, officer, owner or subcontractor of the insured; and
- (2)** Take "adequately effective action":
 - (a)** To determine adverse weather; and
 - (b)** To apply temporary waterproof covering

that protects the building, structure or other property from damage by rain, hail, snow, or any other form of precipitation. Such protection includes, but is not limited to, appropriately reasonable measures to prevent water intrusion:

- i.** Using material which does not allow water to enter the “open roof”; and
- ii.** Securing the covering so that “moderate winds” do not remove the covering.

II. For the purposes of this endorsement, the following are added to SECTION V – DEFINITIONS:

"Adequately effective action" means conduct or action to protect the property or prevent damage:

- a.** Customarily taken or used by similar contractors or subcontractors in the jurisdiction in which "your work" is performed; and
- b.** Customarily performed by contractors in the same field or profession as you

under similar circumstances given known or what could have been reasonably known regarding the weather conditions.

“Open roof” means any roof or adjoining section thereof where the protective covering, including, but not limited to shingles, flashing, tar or paper, has been removed and leaves exposed the roof, the roof shell or any adjoining section thereof being removed.

“Moderate winds” means winds below 35 knots (Beaufort Windscale Force Level 8).

All other terms and conditions of the policy remain unchanged.

POLICYHOLDER DISCLOSURE**NOTICE OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act.* The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Risk Insurance Coverage

	I hereby elect to purchase terrorism coverage for a prospective premium of \$ 10.76 .
X	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand I will have no coverage for losses resulting from certified acts of terrorism.

 Policyholder/Applicant's Signature
 maxim bohadana

 Print Name
 11/19/2022

 Date

Next Insurance US Company

 Insurance Company
 NXTDYLD4V-01-GL

 Policy Number



401 East Las Olas Boulevard | Suite 1400 | Fort Lauderdale | Florida | 33301

Phone: (954) 302-8960 | www.ApprovedADR.com

Lori Adelson, Esq. – Mediator

Direct: (954) 398-5462

Lori@ApprovedADR.com

December 12, 2024

VIA E-MAIL ONLY

Counsel For Plaintiff(s)

David Berenthal, Esq.
dwb@berenthalaw.com
Berenthal & Associates, P.A.

Counsel For Defendant(s)

Justin Tolley, Esq.
Justin@Tolleyfirm.com
The Tolley Firm P.A.

Re: Piafsky v. MB Home Improvements Inc. et al SD Florida
Case No. 24-cv-60382-LEIBOWITZ/AUGUSTIN-BIRCH

Dear Counsel:

Thank you for choosing me to mediate the above-referenced matter. This correspondence shall confirm that the mediation in connection with the above-referenced matter has been scheduled with APPROVED DISPUTE RESOLUTION on Wednesday, March 13, 2025, commencing at 1:00 p.m. ET via Zoom Video Conference.

- For anyone who will be in attendance for the virtual mediation, that is not on the initial service list, please email me their name and email address at your earliest opportunity to ensure they are provided an invitation containing the credentials to participate via Zoom conferencing.

The fees for mediation services will be invoiced at the hourly rate of \$590 per hour for two party mediations and \$625 per hour for mediations with three or more parties, which will be billed at the conclusion of each mediation session. There is a \$175 booking fee per party per day, for in-person mediations.

The mediation fee(s) will be divided equally between each party who participates in the mediation process, or as otherwise agreed. This hourly rate will be applied to all services rendered by Ms. Adelson, including coordination, pre-mediation caucuses, preparation, and conduct of the mediation to include travel time and costs thereof, together with post-mediation services rendered. Other expenses associated with the mediation may include airfare, hotel, ground transportation, and meals. Due to the demands of Ms. Adelson's calendar, the minimum charge shall be no less than three (3) hours, and six (6) hours per full day reserved. A detailed invoice will be submitted to each party following the conclusion of the mediation covering all time and costs expended in connection with the engagement as of this invoice date. Follow-up work performed after the mediation session may be billed by separate invoice.

Notwithstanding the fact that counsel is acting as agent for a disclosed principal (i.e., the attorney's client), in consideration of the mediator setting aside time to mediate this dispute without requiring prepayment of fees, each party's attorney, if any, undertakes responsibility for timely payment of that party's fees irrespective of the fee arrangement with their client, of not more than seven (7) days from the date of mediation. It is the responsibility of each attorney to make prior financial or escrow arrangements with their clients to pay the mediation fee and participation in mediation is counsel's agreement to be financially obligated to pay the mediation fee. This financial obligation exists regardless of whether your client has paid you for legal services or costs.

Cancellations place an undue burden on the mediator. Thus, notice of cancellation or postponement of a scheduled mediation conference must be received two (2) full business days before the scheduled commencement of the mediation conference to avoid a cancellation fee. All cases canceled less than two (2) full business days prior to the mediation are also subject to such cancellation fee.

In addition, the parties agree to pay any fees and costs related to enforcement of and/or collection of the mediator's fees. In addition, the parties agree to pay any fees and costs related to enforcement of and/or collection of the mediator's fees. Any pre-mediation teleconferences scheduled with the parties that includes the mediator, review of any pre-mediation documents, or post-mediation time spent with the mediator to facilitate the final resolution (including review of the settlement agreement) will be billed at the mediator's hourly rate.

Should payment not be timely made, the mediator may, at her sole discretion, stop all work on behalf of the participants, withdraw from the mediation, and seek court intervention for collection of the mediator's fees. Interest will accrue at the rate of one percent per month on invoices outstanding more than thirty (30) days. I have attached a W-9 form for your accounting departments should they require same.

Like most businesses, I will communicate with mediation participants primarily via unencrypted e-mail and via phone as well as, secondarily, by US Mail and/or overnight service (unless you request otherwise). From time to time, I may also use IM/text, Internet portal, FTP, WiFi, Skype, cloud, and other live and internet-based third-party vendors and services. There is some risk of disclosure and loss of mediation confidentiality in using these forms of communication because they do not ensure the confidentiality of their contents; no guarantee can be made regarding the interception of data sent via the Internet or mail carriers. You agree that, in advance, you will advise me in writing if the nature of any communication(s) require a higher degree of security.

Each party should submit a mediation summary as soon as possible, or within seven (7) days prior to the mediation. If there are any other documents that you feel will assist me in my pre-mediation preparations, please provide these as well. The parties should also have a draft settlement agreement prepared to assist in finalizing the settlement at the mediation conference. Should the parties want to schedule a pre-mediation teleconference, please contact my office to schedule a mutually convenient time.

APPROVED DISPUTE RESOLUTION

Please view this letter, and sign where indicated prior to mediation. ***Unless Approved Dispute Resolution is notified in writing of any objection to the following terms within three business days of your receipt of this Agreement, the terms of engagement contained herein shall be deemed accepted by all parties and counsel in this case.***

I look forward to assisting you and your clients in resolving this matter through the dispute resolution mechanism of mediation and will plan on attending the scheduled mediation unless continued or canceled at least two (2) business days in advance.

Of course, should you have any questions, please do not hesitate to contact my office at your earliest convenience. Thank you in advance for your cooperation.

Very truly yours,

APPROVED DISPUTE RESOLUTION

Lori Adelson

Lori Adelson, Esq.
Florida Supreme Court Circuit Civil, County, and Appellate Certified Mediator
Federal Court Certified Mediator – SDFL & MDFL
Florida Supreme Court Qualified Arbitrator

Confidentiality: Mediations held with or without a Court Order will be governed by Florida law and Florida Mediation Rules in regard to privilege, privacy, and confidentiality and will be conducted pursuant to §§ 44.401 – 44.406, Fla. Stat., known as the “Mediation Confidentiality and Privilege Act.”

In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this proceeding because of that disability should contact the above mediator’s office no later than five (5) business days prior to the mediation conference.

Agreed and Acknowledged:

Counsel For Plaintiff(s)

Counsel For Defendant(s)

David Berenthal, Esq.
dwb@berenthallaw.com
Berenthal & Associates, P.A.

Justin Tolley, Esq.
Justin@Tolleyfirm.com
The Tolley Firm P.A.

Dated: _____

Dated: _____

APPROVED DISPUTE RESOLUTION

BROWARD COUNTY UNIFORM BUILDING PERMIT APPLICATION

Revised 11-17-2022

Select One Trade: ☒ Building ☐ Electrical ☐ Plumbing ☐ Mechanical ☐ OtherApplication Number: _____ Application Date: 10/5/23Job Address: 3272 SW 51ST STREET Unit: N/A City: HOLLYWOODTax Folio No.: 504231202950 Flood Zn: _____ BFE: _____ Floor Area: 2885 Job Value: \$150,000Building Use: RESIDENTIAL Construction Type: _____ Occupancy Group: _____Present Use: RESIDENTIAL Proposed Use: RESIDENTIALDescription of Work: KITCHEN AND 2.5 BATHROOM REMODEL☐ New ☐ Addition ☐ Repair ☒ Alteration ☐ Demolition ☐ Revision ☐ Other: _____Legal Description: BANYAN OAKRIDGE PLAT 157-44 B A POR PAR A DESC'D AS: COMM MOST NELY COR SAID PAR A; SW 1062.78 TO POB, S 120.0 W 70.0 N 120.0 E 70.0 TO POB AKA: LOT 295 OF WESTBROOKE A ☐ AttachmentProperty Owner: JESSICA PIAFSKY Phone: (954) 300-7279 Email: NLEVY0330@GMAIL.COMOwner's Address: 3272 SW 51ST STREET City: HOLLYWOOD State: FL Zip: 33312Contracting Co.: MB HOME IMPROVEMENTS INC Phone: (954) 707-6550 Email: MBHOMEIMPROVEMENTSINC@GMAIL.COMCompany Address: 6412 N UNIVERSITY DRIVE SUITE 102 City: TAMARAC State: FL Zip: 33321Qualifier's Name: MAXIM BOHADANA ☐ Owner-Builder License Number: CBC1265305Architect/Engineer's Name: N/A Phone: _____ Email: N/AArchitect/Engineer's Address: N/A City: N/A State: N/A Zip: N/ABonding Company: N/ABonding Company's Address: N/A City: N/A State: N/A Zip: N/AFee Simple Titleholder's Name (If other than the owner) N/AFee Simple Titleholder's Name (If other than the owner) N/A City: N/A State: N/A Zip: N/AMortgage Lender's Name: N/AMortgage Lender's Address: N/A City: N/A State: N/A Zip: N/A

BROWARD COUNTY UNIFORM BUILDING PERMIT APPLICATION

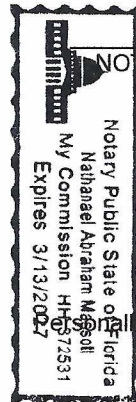
Job Address: 3272 SW 51ST STREET Unit: N/A City: HOLLYWOOD

Application is hereby made to obtain a permit to do the work and installations as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. I understand that a separate permit must be secured for ELECTRICAL WORK, PLUMBING, SIGNS, WELLS, POOLS, FURNACES, BOILERS, HEATERS, TANKS, and AIR CONDITIONERS, etc.

OWNER'S AFFIDAVIT: I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning.

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

<p>X _____ Signature of Property Owner or Agent (Including Contractor)</p> <p>STATE OF FLORIDA COUNTY OF _____</p> <p>Sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____ online notarization, this ____ day of ____, 20____ by _____ (Type/Print Property Owner or Agent Name)</p> <p>_____ NOTARY'S SIGNATURE as to Owner or Agent's Signature</p> <p>Notary Name _____ (Print, Type or Stamp Notary's Name)</p> <p>Personally Known _____ Produced Identification _____</p> <p>Type of Identification Produced _____</p>	<p>X _____ Signature of Qualifier</p> <p>STATE OF FLORIDA COUNTY OF <u>BROWARD</u></p> <p>Sworn to (or affirmed) and subscribed before me by means of <u>✓</u> physical presence or ____ online notarization, this <u>17</u> day of <u>Oct</u>, 20<u>23</u> by <u>Nathanal Abraham Massol</u> (Type/Print Qualifier or Agent Name)</p> <p><u>Nathanal Abraham Massol</u> NOTARY'S SIGNATURE as to Qualifier or Agent's Signature</p> <p>Notary Name <u>Nathanal Abraham Massol</u> (Print, Type or Stamp Notary's Name)</p> <p>Personally Known <u>✓</u> Produced Identification _____</p> <p>Type of Identification Produced _____</p>
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APPROVED BY: _____ Permit Officer Issue Date: _____ Code in Effect: _____
FOR OFFICE USE ONLY FOR OFFICE USE ONLY FOR OFFICE USE ONLY

A jurisdiction may use a supplemental page requesting additional information and citing other conditions, please inquire.

Note: If any development work as described in FS 380.04 Sec. 2 a-g is to be performed, a development permit must be obtained prior to the issuance of a building permit.

MB-MAXIM000087